

06-20-2003

Form PTO-1594
(Rev. 10/02)

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6-18-03

RECORD
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102479369

DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

UNITED PROPANE GAS, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: BANK ONE, NA

Internal

Address: _____

Street Address: 416 WEST JEFFERSON STREET

City: LOUISVILLE State: KY Zip: 40202

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 05/22/03

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,526,457; 2,533,263

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David E. Saffer

Internal Address: _____

WYATT, TARRANT & COMBS, LLP

Street Address: 500 West Jefferson St., Suite 2700

City: Louisville State: Kentucky Zip: 40202

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David E. Saffer

Name of Person Signing

Signature

06/12/03

Date

Total number of pages including cover sheet, attachments, and document: _____

6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

06/20/2003 ECD0PEK 00000014 102479369

01 FC:8521
02 FC:8522

40.00
25.00

10193861.1

TRADEMARK
REEL: 002759 FRAME: 0335

**ASSIGNMENT
OF
TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of May 22, 2003, by **UNITED PROPANE GAS, INC.**, a Kentucky corporation (f/k/a United Propane Gas Companies, Inc.) ("Assignor"), in favor of **BANK ONE, KENTUCKY, NA**, a national banking association having its principal office in Louisville, Kentucky ("Assignee").

RECITALS:

A. The Assignor has an interest in the trademarks as listed on the **Trademark Schedule**, including all rights under any applications for the same at the United States Patent and Trademark Office or any corresponding foreign trademark mark registrant and all registrations and recordings of the same at the United States Patent and Trademark Office or any corresponding foreign trademark/service mark registrant and all renewals thereof (the "Trademarks").

B. Assignor and Assignee have entered into an Second Amended and Restated Security Agreement dated as of December 2, 2002, as amended (as so amended, the "Security Agreement"), whereby Assignor granted to Assignee a security interest in the Trademarks, and in all other now owned or existing or hereafter acquired or arising trade marks, trade names, all registrations and recordings thereof and all applications in connection therewith, and renewals thereof and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing and all rights corresponding to any of the foregoing throughout the world and the goodwill of Assignor's business connected with the use of and symbolized by the foregoing (collectively, the "Trademark Rights").

C. By this Assignment, Assignor desires to fulfill its obligations under the Agreement to record its grant to Assignee of a security interest in the Trademarks and Trademark Rights, which security interest is intended to secure Assignor's obligations to Assignee under the Security Agreement.

AGREEMENT

Therefore, in fulfillment of Assignor's obligations under the Agreement, the Loan Documents and related agreements, Assignor agrees as follows:

1. Assignor hereby collaterally assigns as security to Assignee, grants to Assignee a security interest in, and confirms its grant to Assignee of a security interest in, all of Assignor's right, title and interest in and to the Trademarks and Trademark Rights pursuant to and subject to the terms of the Security Agreement as security for the Obligations as defined in the Security Agreement.

2. Until the occurrence of an Event of Default (as defined in the Security Agreement) shall occur, Assignor shall have all right to possession and use of the Trademarks and Trademark Rights.


3. Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but not the obligation, to claim all rights of Assignor to the Trademarks and Trademark Rights, and all goodwill associated therewith and shall, in addition, have all rights and remedies available to Assignee under the Security Agreement and the other Loan Documents (as such term is defined in the Security Agreement).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, a duly authorized representative of each of the Assignor and the Assignee, has executed this Assignment on the dates set forth below.

“Assignor”


UNITED PROPANE GAS, INC., a Kentucky corporation (f/k/a United Propane Gas Companies, Inc.)

By: 
Eric T. Small, President

Date: 5-22-03

COMMONWEALTH OF KENTUCKY)
COUNTY OF McCracken)

The foregoing instrument was acknowledged before me this 22 day of May, 2003, by Eric T. Small as President of United Propane Gas, Inc., a Kentucky corporation, on behalf of the Kentucky corporation.

My Commission Expires: 2-19-05

NOTARY PUBLIC, State at Large

**Trademarks Schedule
to Assignment of Trademarks**

United Propane Gas
UPG United Propane Gas

Reg. No. 2526457
Reg. No. 2533263

10190726.1